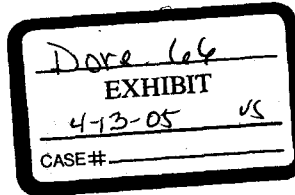


EXHIBIT P



1795 WILLISTON RD. STE. 200, SOUTH BURLINGTON, VT 05403
PHONE: 802.863.1428 FAX: 802.863.6935
29 WATER ST. STE. 304, NEWBURYPORT, MA 01950
PHONE: 978.499.2999 FAX: 978.499.2944
1400 HANCOCK ST. QUINCY, MA 02169
PHONE: 617.471.2897 FAX: 617.471.2516

FILE
THIS SUPERSEDES
12/30/03
letter sent
previously
(initials)

31 December 2003

Mr. Jim Murray, Co-Chair
North Brookfield Building Committee
c/o Mr. Robert O'Neill, Superintendent
North Brookfield Public Schools
10 New School Drive
North Brookfield, MA 01535

RE: Additional Fees to Complete the Project

Dear Jim,

Per your request, we have prepared our estimate to provide architectural/engineering services to complete the project under a new completion contractor. Fontaine Brothers, Inc. has recently been contracted by the Town to complete the project with substantial completion dates of August 26, 2004 for the new building and October 11, 2004 for the remaining demolition, abatement and sitework.

We propose to cease timecard billing on 12/31/03. As you recall, we initiated time card billing at the time of default of the original contractor on May 30, 2003. For the start of the New Year we propose to start billing our time against the stipulated lump sum of \$738,040.95 for all Basic Architectural/Engineering Services, Construction Management services, Additional Services of sub consultants and estimated not-to-exceed Reimbursable Costs defined in our original agreement, AIA B141 (97) as amended, dated June 6, 2001, to complete the Project with the new Contractor. These costs are detailed in the attached, and incorporated by reference herein, Estimated Cost to Complete worksheet dated December 30, 2003. Our contract expiration date will also be extended to December 11, 2004 which is 90 days beyond the new scheduled substantial completion date for the project. This letter modifies our original contract. If the terms and conditions of this letter agreement conflict with the terms and conditions of our original agreement, this letter agreement shall be controlling.

We look forward to the opportunity to complete this project with the Town and deliver the long awaited new Jr./Sr. High School prior to the start of the next school year.

Mr. Jim Murray, Co-Chair
North Brookfield Building Committee
31 December 2003
Page 2

Please acknowledge your acceptance of these terms by signing a copy of this letter and returning it to our office. If you have any questions regarding this proposal please contact me at your earliest convenience.

Sincerely,

DORE AND WHITTIER, INC.
Architects • Project Managers


Lee P. Dore, Assoc. AIA, CSI
Project Manager

Acceptance by:
Town of North Brookfield

Signature

Title

Date

Dore and Whittier, Inc.
Project No. 00-404North Brookfield Jr./Sr. High School
Estimated Fees to Complete

Updated 12-30-03

North Brookfield Jr./Sr. High School					
<i>Estimated Fee to complete project</i>					
<i>Original Contract Schedule between Dore and Whittier and N. Brookfield</i>	<i>Phase 1 Substantial Completion</i>	<i>Phase 2 Substantial Completion</i>	<i>90 days beyond Substantial Completion</i>		
	6/30/2003	10/31/2003	1/31/2004		
Additional Time Duration Breakdown					
DW's Proposed new contract to start:	Phase 1 Substantial Completion Date under Completion Contractor	Phase 2 Substantial Completion Date under Completion Contractor	DW Contract with Owner Is for 90 days beyond final substantial completion date		
31-Dec-03	26-Aug-04	11-Oct-04	11-Dec-04		
# of Weeks	34	40	49		
# of months	8.5	10	12.25		
Basic A/E Services *					
Work Group	Hourly Rate	Hours Per Week	Estimated # of weeks to complete	Estimated Cost	Cost Per Month
Project Manager	\$116	18	49	\$101,871	
Job Capatain	\$102	18	49	\$89,832	
Project Architect or Engineer	\$105	16	49	\$82,320	
Principal	\$126	4	49	\$24,696	
<i>* hours based on average. Actual weekly hours may differ (eg. At the beginning of the project they may be higher, slow a bit in the middle and again increase after the first substantial completion date for developing punchlist and initiating close-out procedures</i>					
Total Estimated Basic A/E Cost to Complete				\$298,719	\$24,385.20
Additional Services					
Civil				\$20,556.25	
Abatement Monitoring				\$28,405.00	
Food Service				\$3,000.00	
F&E Procurement				\$44,275.00	
Ch. 17 Testing				\$10,000.00	
Technology Procurement				\$32,586.00	
Total Estimated Additional Services Cost to Complete				\$138,822.25	\$11,332.43
Reimbursable Expenses					
Lump Sum Reimbursable Expenses				\$18,750.00	\$1,530.61
<i>(estimated)</i>					
Construction Management					
Work Group	Hourly Rate	Hours Per Week	Estimated # of weeks to complete	Estimated Cost	
Construction Manager	115	50	49	\$281,750.00	
Total Estimated Construction Management Cost to Complete				\$281,750.00	\$23,000.00
Addive Cost Summary					
Total Estimated Costs for Completion 12/31/03 - 12/11/04 (TO BE PAID TO DORE AND WHITTIER, INC.)				\$738,040.95	

EXHIBIT Q

D&W
DORE AND WHITTIE ARCHITECTS, INC.
Architects Project Managers

1795 Williston Road Ste. 200
South Burlington, VT 05403
Phone: (802) 863-1428 Fax: (802) 863-6955

Invoice

Invoice Number: 53

December 31, 2004

Federal ID # 03-0336434

North Brookfield Public School:

10 New School Drive

No. Brookfield, MA 01535

Attention: James Murray / Donald Gillette, Co-chairmen Sch Bldg Com.

Project: 00-0404

North Brookfield Jr/Sr High School

Project Manager: Lee Dore

For the Period: 11/27/2004 to 12/31/2004

Basic A/E Services	Contract Amount	Percent Complete	Earned To Date	Prior Billings	Current Billing	Balance to Complete
Schematic Design	125,280.00	100%	125,280.00	125,280.00	0.00	0.00
Design Development	167,040.00	100%	167,040.00	167,040.00	0.00	0.00
Construction Documents	292,320.00	100%	292,320.00	292,320.00	0.00	0.00
Bidding or Negotiation	41,760.00	100%	41,760.00	41,760.00	0.00	0.00
Construction Admin.	156,768.07	100%	156,768.07	156,768.07	0.00	0.00
Revised Construction Adm.	298,719.00	100%	297,719.00	295,731.81	1,987.19	1,000.00
	<u>1,081,887.07</u>		<u>1,080,887.07</u>	<u>1,078,899.88</u>	<u>1,987.19</u>	<u>1,000.00</u>

Credit - Boiler room access hatches	Contract Amount	Percent Complete	Earned To Date	Prior Billings	Current Billing	Balance to Complete
Credit from Dore & Whittie	-2,666.00	100%	-2,666.00	-2,666.00	0.00	0.00
	<u>-2,666.00</u>		<u>-2,666.00</u>	<u>-2,666.00</u>	<u>0.00</u>	<u>0.00</u>

Construction Management	Contract Amount	Percent Complete	Earned To Date	Prior Billings	Current Billing	Balance to Complete
Constr. Management	158,550.00	100%	158,550.00	158,550.00	0.00	0.00
Revised Construction Mng	281,750.00	100%	281,750.00	278,932.50	2,817.50	0.00
	<u>440,300.00</u>		<u>440,300.00</u>	<u>437,482.50</u>	<u>2,817.50</u>	<u>0.00</u>

Dore & Whittier Architects, Inc.
Project: 00-0404

December 31, 2004
Invoice: 53

Revised Additional Services	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
Chapter 17 Testing - EDG	10,000.00		8,770.13	8,770.13		1,229.87
Civil - BDG	20,556.25	453.12	19,639.86	19,118.77	521.09	916.39
Add'l Asbestos Monitoring -	5,800.00		5,800.00	5,800.00		0.00
Abatement Monitoring - ATC	28,405.00		28,405.00	28,405.00		0.00
F& E Procurement - JCA	44,275.00	8,366.80	40,901.82	31,280.00	9,621.82	3,373.18
Food Service - Crabtree	3,000.00		1,794.00	1,794.00		1,206.00
Soil Remediation - ATC	18,810.00	3,405.20	16,412.79	12,496.81	3,915.98	2,397.21
Tech Infrastructure	2,846.25		2,846.25	2,846.25		0.00
Techn Procurement - CCR	29,739.75		23,699.20	23,699.20		6,040.55
	163,432.25		148,269.05	134,210.16	14,058.89	15,163.20

Additional Services (Prior to 12/31/03)	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
Acoustical - Cambridge	3,565.00		3,565.00	3,565.00		0.00
Chapter 17 Testing	12,302.42		12,302.42	12,302.42		0.00
Civil - BDG	68,209.43		68,209.43	68,209.43		0.00
CM's Computer & Partnering	11,000.00		11,000.00	11,000.00		0.00
Cost Estimate	3,542.00		3,542.00	3,542.00		0.00
Environ. Constr. Monitoring	586.50		586.50	586.50		0.00
Environ: Design/Spec. - ATC	17,077.50		17,077.50	17,077.50		0.00
F/F/E & Eq. (Cat. 2 & 3) JCA	40,250.01		40,250.01	40,250.01		0.00
Food Service - Crabtree	10,166.00		10,166.00	10,166.00		0.00
Geotechnical - Yankee	14,616.00		14,616.00	14,616.00		0.00
Interior Design	5,365.78		5,365.78	5,365.78		0.00
Bid Doc. Printing	36,889.53		36,889.53	36,889.53		0.00
Survey - Heritage	30,475.00		30,475.00	30,475.00		0.00
Technology F/F/E - CCR	5,924.80		5,924.80	5,924.80		0.00
Technology - CCR	18,060.74		18,060.74	18,060.74		0.00
	278,030.71		278,030.71	278,030.71		0.00

Legal Issues G. C. Default	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
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Summary	156,928.21		156,598.21	156,598.21	0.00	330.00
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Legal Issues Surety	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
------------------------	----------------	------	----------------	----------------	----------------	---------------------

Hours

Rate

Dore & Whittier Architects, Inc.
Project: 00-0404

December 31, 2004
Invoice: 53

Legal Issues Surity	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
Project Manager		3.00	\$110.00		330.00	
Professional Fee Subtotal:					\$330.00	
Summary	330.00		330.00	0.00	330.00	0.00
Revised Reimbursable Expenses	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
Travel					208.94	
Travel Exps					34.32	
Reimb. Exp. Subtotal:					\$243.26	
Summary	18,750.00		13,789.88	13,546.62	243.26	4,960.12
Reimbursable Expenses (Prior to 12/31/03)	Not to Exceed:	Cost	Earned To Date	Prior Billings	Billing w/Mult	Balance to Complete
Summary	65,601.37		65,601.37	65,601.37	0.00	0.00

Please Pay This Amount: \$19,436.84

<u>Aged Receivables:</u>				
<u>Current</u>	<u>30- Days</u>	<u>60- Days</u>	<u>90- Days</u>	<u>> 90Days</u>
\$19,436.84	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT R

LEONARD KOPPELMAN
DONALD G. PAIGE
ELIZABETH A. LANE
JOYCE FRANK
JOHN W. GIORGIO
BARBARA J. SAINT ANDRE
JOEL D. BARD
JOSEPH L. TEHAN, JR.
THERESA M. DOWDY
DEBORAH A. ELIASON
RICHARD BOWEN
DAVID J. DONECKI
JUDITH C. CUTLER
KATHLEEN E. CONNOLLY
DAVID C. JENKINS
MARK R. REICH
BRIAN W. RILEY
DARREN R. KLEIN
JONATHAN M. SILVERSTEIN

EDWARD M. REILLY
DIRECTOR WESTERN OFFICE

WILLIAM HEWIG III
JEANNE B. MCKNIGHT

KOPPELMAN AND PAIGE, P. C.

ATTORNEYS AT LAW

31 ST. JAMES AVENUE

BOSTON, MASSACHUSETTS 02118-4102

(617) 550-0007
FAX (617) 654-1730

PITTSFIELD OFFICE
(413) 443-6100

NORTHAMPTON OFFICE
(413) 593-0932

WORCESTER OFFICE
(508) 752-0800

KATHLEEN M. O'DONNELL
SANDRA M. CHARTON
PATRICIA A. GANTON
THOMAS F. LANE, JR.
MARY L. GIORGIO
THOMAS W. MCCANNEY
KATHARINE GOREE DOYLE
GEORGE N. PUCCI
LAUREN P. GOLDBERG
JASON R. TALERMAN
JEFFREY A. HONIG
MICHELE E. RANDAZZO
GREGG J. CORBO
RICHARD T. HOLLAND
LISA C. ADAMS
ELIZABETH R. CORDO
MARCELINO LA BELLA
VICKI S. MAREH
JOHN J. GOLDBERG
SHIRIN EVERETT
BRIAN E. GLENNON, II
JONATHAN D. EICHMAN
LAURA H. PAWLE
TODD A. FRAMPTON
JACKIE COWIN
SARAH N. TURNER

November 3, 2003

BY FACSIMILE - (617) 523-6850

Deborah S. Griffin, Esq.
Holland & Knight, LLP
10 St. James Avenue
Boston, MA 02116

**DEPOSITION
EXHIBIT**

Dore 60
4-13-05 VS

Re: North Brookfield Junior/Senior High School Project

Dear Ms. Griffin:

This is a follow-up to our October 15, 2003 meeting relative to the above-referenced project. As you may recall, you requested that the Town provide you with an estimate for the work that was performed by E.J. Sciaba Contracting Company, Inc. ("Sciaba") relative to CCD No. 3. Please be advised that project architect, Dore & Whittier, Inc. ("D&W"), issued CCD No. 3 to enable Sciaba to continue with the placement of concrete foundation walls at area "A" on July 19, 2002. CCD No. 3, along with sketch 071902, directed Sciaba to install four 6" wall sleeves A line and B line for later placement of two 4" PVC conduits to run data lines from the new high school to the elementary school. Sciaba completed the work along A line on or about August 22, 2002 and along B line on or about October 22, 2002. D&W estimate that this work cost \$440.00, based upon the following breakdown:

Material and labor to fabricate four 6" wall sleeves	\$200.00
Laborer to install four sleeves	\$200.00
Overhead and profit	<u>\$ 40.00</u>
Total Estimated Cost	\$440.00

Furthermore, you also requested that the Town provide you with a more detailed breakdown of the additional costs that it incurred as a result of Sciaba's voluntary default on the project. As we discussed, the Town has incurred legal fees in the amount of approximately \$10,000.00. As we also discussed, the Town incurred costs for roof repairs to the existing high school in the amount of \$6,336.50 that were performed in August, 2003. At the meeting, you

KOPELMAN AND PAIGE, P.C.
Deborah S. Griffin, Esq.
November 3, 2003
Page 2

questioned whether American Manufacturers Mutual Insurance Company ("AMMIC"), as the performance bond surety, would be responsible for these costs because it was your belief that the scheduled completion date for the project was December 15, 2003. However, please be advised that the date that you cited is incorrect.

As you know, the building was originally scheduled for substantial completion on July 17, 2003. This date was extended by 28 days as a result of the unsuitable soils issue, which is addressed in Change Order No. 3. The substantial completion date for the demolition of the existing school and site work was similarly extended by 28 days from November 17, 2003 to December 15, 2003. If the building was completed by August 15, 2003 as required, the Town would not have had to incur the cost of repairs to the existing high school roof. Therefore, it is the Town's position that AMMIC is responsible for these costs.

In addition to the legal and roof costs, the Town also incurred and will incur additional costs for design and construction management services that are attributable to Sciaba's voluntary default. In accordance with your request, attached please find a breakdown of these additional fees, which total \$579,027.55. This includes the additional costs incurred by the Town to date, as well as a credit to AMMIC in the amount of \$256,593.38, which is the balance on the Town's contract with D&W. Please note that I can provide you with further explanation and support for this estimate upon your request and would be happy to meet with you to discuss this estimate further.

You also stated that Sciaba was entitled to an additional time extension in the amount of 60 days as a result of winter conditions. Please be advised that the Town denies that Sciaba is entitled to any time extensions on the Project, as it is the Town's position that any delays were caused by Sciaba. Sciaba's project schedule initially provided that Sciaba would close the building by January 7, 2002. At a partnering session in the Fall of 2002, Sciaba assured the Town that it would meet its deadlines. Yet, as you know, Sciaba never met its deadlines. As a result, the building was not closed prior to Winter, which would have enabled Sciaba and its subcontractors to work indoors. Since the Town and weather in no way contributed to any delays on this Project, the Town does not feel that a 60 day extension is warranted.

As you may know, the Town agreed to the completion dates of April 1, 2004 for the building and August 1, 2004 for the site and demolition work. It is the Town's understanding, however, that AMMIC has unilaterally changed the scheduled completion dates to April 30, 2004 and August 30, 2004 without the Town's knowledge and consent. Please be advised that the August 30, 2004 date for substantial completion of the site and demolition work is unacceptable. The Town has grave concerns that the August 30, 2004 will not be met, which could delay the opening of the High School and adversely impact public safety.

KOPELMAN AND PAIGE, P.C.

Deborah S. Griffin, Esq.

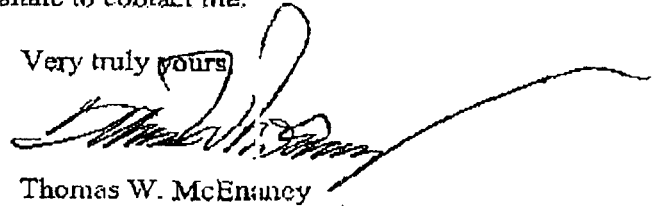
November 3, 2003

Page 3

Finally, as set forth in my October 22, 2003 e-mail to you, based on Greyhawk's latest schedule, it was our understanding that AMMIC was going to receive final bids on October 14, 2003 and select the completing contractor. To date, however, we have not been informed whether AMMIC has made its selection, although we have been told that Greyhawk has made its recommendation to AMMIC. Kindly advise as soon as possible whether AMMIC has selected a completing contractor. If AMMIC has not made its selection, please advise what is holding up the selection process and when we can expect a decision.

If you have any questions, please do not hesitate to contact me.

Very truly yours



Thomas W. McEnaney

TWM/kad

Enc.

cc: Board of Selectmen
School Building Committee
Mr. Lee Dore
Kieran B. Meagher, Esq.

205014/NBRO/0017

EXHIBIT S

Robert J. O'Neill

05/23/2005

Page 1

VOLUME: I

PAGES: 1 to 186

EXHIBITS: See Index

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

AMERICAN MANUFACTURERS MUTUAL
INSURANCE COMPANY

Plaintiff

v.

Civil Action

No. 03-40266-CBS

TOWN OF NORTH BROOKFIELD

Defendant

DEPOSITION OF ROBERT J. O'NEILL

Monday, May 23, 2005

9:06 a.m.

Holland & Knight

10 St. James Avenue

Boston, Massachusetts

Michelle Keegan, Court Reporter

LegalLink Boston

Robert J. O'Neill

05/23/2005

<div>Page 2</div> <div>1 APPEARANCES</div> <div>2</div> <div>3 HOLLAND & KNIGHT, LLP</div> <div>4 By Deborah S. Griffin, Esq.</div> <div>5 10 St. James Avenue</div> <div>6 Boston, Massachusetts 02116</div> <div>7 (617) 305-2044</div> <div>8 Counsel for the Plaintiff</div> <div>9</div> <div>10 KOPELMAN AND PAIGE, P.C.</div> <div>11 By Thomas W. McEnaney, Esq.</div> <div>12 31 St. James Avenue</div> <div>13 Boston, Massachusetts 02116</div> <div>14 (617) 556-0007</div> <div>15 Counsel for the Defendant</div> <div>16</div> <div>17</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>LegalLink Boston</div>	<div>Page 4</div> <div>1 PROCEEDINGS</div> <div>2 MS. GRIFFIN: The only stipulation is</div> <div>3 that signing of the transcript by the witness, the</div> <div>4 notarization is waived.</div> <div>5 ROBERT J. O'NEILL</div> <div>6 having been satisfactorily identified and duly sworn</div> <div>7 by the Notary Public, was examined and testified as</div> <div>8 follows:</div> <div>9 DIRECT EXAMINATION</div> <div>10 BY MS. GRIFFIN:</div> <div>11 Q. Would you state your full name, please.</div> <div>12 A. Robert O'Neill.</div> <div>13 Q. And your address?</div> <div>14 A. 42 Baker Street in South Hadley.</div> <div>15 Q. And do you hold a position with the town of</div> <div>16 North Brookfield?</div> <div>17 A. Yes.</div> <div>18 Q. What is that position?</div> <div>19 A. Superintendent of schools.</div> <div>20 Q. Is that a full-time job?</div> <div>21 A. Yes.</div> <div>22 Q. Do you hold any other positions besides that</div> <div>23 one?</div> <div>24 A. No.</div> <div>LegalLink Boston</div>
<div>Page 3</div> <div>1 INDEX</div> <div>2 WITNESS: DIRECT</div> <div>3 ROBERT J. O'NEILL</div> <div>4 By Ms. Griffin 4</div> <div>5</div> <div>6</div> <div>7 EXHIBITS</div> <div>8 No. Page No. Page</div> <div>9 177.....8 187.....124</div> <div>10 178.....13 188.....130</div> <div>11 179.....37 189.....156</div> <div>12 180.....62 190.....167</div> <div>13 181.....85 191.....167</div> <div>14 182.....98 192.....167</div> <div>15 183.....104 193.....172</div> <div>16 184.....105</div> <div>17 185.....105</div> <div>18 186.....109</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23 * Original exhibits retained by Ms. Griffin *</div> <div>24</div> <div>LegalLink Boston</div>	<div>Page 5</div> <div>1 Q. How long have you been the superintendent of</div> <div>2 schools for North Brookfield?</div> <div>3 A. Approximately seven years.</div> <div>4 Q. Would you give your educational background,</div> <div>5 please.</div> <div>6 A. Bachelor's and a master's in educational</div> <div>7 administration from Westfield State College, and</div> <div>8 I've taken additional graduate courses at Westfield</div> <div>9 State and at Mount Holyoke.</div> <div>10 Q. Where is Westfield State located?</div> <div>11 A. Westfield, Massachusetts.</div> <div>12 Q. When did you obtain your degrees?</div> <div>13 A. Bachelor's degree in 1970, master's degree I</div> <div>14 believe 1975.</div> <div>15 Q. What has been your work history since</div> <div>16 graduating from college?</div> <div>17 A. I taught for nine and a half years. I was</div> <div>18 an assistant principal of an elementary school for a</div> <div>19 year. I was central office administrator for 17</div> <div>20 years, all in Holyoke. And then I've been at North</div> <div>21 Brookfield for the last seven years.</div> <div>22 Q. The last position you held with Holyoke,</div> <div>23 what were your responsibilities in that position?</div> <div>24 A. I supervised the desegregation process and</div> <div>LegalLink Boston</div>

2 (Pages 2 to 5)

Robert J. O'Neill

05/23/2005

<p style="text-align: right;">Page 6</p> <p>1 oversaw student transportation, student assignment, 2 Magna programs, and all other issues related to 3 desegregation. 4 Q. How many years were you in that position? 5 A. Almost 18. 6 Q. Would you describe your role with respect to 7 the construction of the junior/senior high school in 8 North Brookfield. 9 A. It was primarily support staff, a member of 10 the support staff to the school building committee, 11 and kind of supportive oversight of most of the 12 responsibilities related to the project. 13 Q. Did you have a role with respect to 14 budgeting for the project? 15 A. Not a direct role, but I reviewed and had 16 periodic contact with the town accountant and with 17 the architect with regard to the budget. 18 Q. With respect to payment of invoices or 19 requisitions on the project, did you have a role on 20 that? 21 A. Just to facilitate the process. Not a 22 direct role. 23 Q. Were you an ex officio member of the school 24 building committee? <p style="text-align: center;">LegalLink Boston</p> </p>	<p style="text-align: right;">Page 8</p> <p>1 co-chairs of the school building committee, had his 2 deposition taken, are you not? 3 A. Yes. 4 Q. Did you speak to him after his deposition? 5 A. Yes. 6 Q. And what did he tell you? 7 A. Nothing special. Talked about the duration 8 and the process, that was about it. 9 Q. Did he tell you about any of the questions 10 or his answers? 11 A. No. 12 Q. Did he ask you any questions after his 13 deposition? 14 A. Not after his deposition, no. 15 MS. GRIFFIN: Let's mark this as 177, 16 please. 17 (Exhibit Number 177 18 marked for identification) 19 (Pause) 20 Q. Have you finished reading it, Mr. O'Neill? 21 A. Uh-hmm. 22 Q. Can you identify Exhibit 177, please? 23 A. I believe so. 24 Q. And what is it? <p style="text-align: center;">LegalLink Boston</p> </p>
<p style="text-align: right;">Page 7</p> <p>1 A. Yes. 2 Q. Did you attend all school building committee 3 meetings? 4 A. Most. Most of them. 5 Q. Did you attend other meetings in connection 6 with the project? 7 A. I attended most of the job meetings, owner's 8 meetings. 9 Q. Job meetings at the job site with the 10 contractor? 11 A. Correct. 12 Q. And when you say "owner's meetings," what do 13 you mean by that? 14 A. Owner's or job meetings. 15 Q. Did you attend meetings of the board of 16 selectmen at which the project was discussed? 17 A. I don't believe so. I attended meetings of 18 the school building committee where the board of 19 selectmen were in attendance. 20 I may have attended one select board 21 meeting, but primarily the meetings were school 22 building committee meetings, some of which the 23 school -- the select board was in attendance. 24 Q. You're aware that Jim Murray, one of the <p style="text-align: center;">LegalLink Boston</p> </p>	<p style="text-align: right;">Page 9</p> <p>1 A. It's a notice to proceed to E.J. Sciaba. 2 Q. Is that your signature in the first 3 signature block? 4 A. Yes, it is. 5 Q. Under your signature, is that Jim Murray's 6 signature as well? 7 A. I believe so, yes. 8 Q. Did you send out the original of Exhibit 177 9 to E.J. Sciaba? 10 A. I suspect that I did. 11 Q. When did you send it? 12 A. I'm not sure. It's undated. Sometime 13 around April. I would guess April 22nd, in that 14 vicinity. 15 Q. And why do you say that's when you sent it 16 out? 17 A. I'm just looking at the fine print. It was 18 received by Don Whittier on April 25th, so... 19 Q. In the third paragraph of Exhibit 177 it 20 refers to the executed owner/contractor agreement 21 which will be delivered to you at the 22 preconstruction meeting scheduled at this site for 23 April 22, 2002. Did you attend a meeting on that 24 date? <p style="text-align: center;">LegalLink Boston</p> </p>

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1 A. Correct.
 2 Q. And so there was a balance of \$142,405.97 in
 3 the construction contingency, right?
 4 A. Correct.
 5 Q. And the \$264,000 that was spent during the
 6 Fontaine period, that was on change orders; is that
 7 right?
 8 A. I'm not exactly sure, but very possibly,
 9 yes.
 10 Q. On the second page of Exhibit 118, do you
 11 see the lines labeled "Furnishings" and "Equipment
 12 and Technology"?
 13 A. Yes.
 14 Q. And can you tell from that how much of the
 15 furnishings and equipment budget had been spent as
 16 of August 25, 2004?
 17 A. I believe that represents authorized
 18 expenditures, not necessarily expenditures. So
 19 there were authorized expenditures for the purposes
 20 of budget planning, but I'm not sure those were
 21 expended. They had been approved by the school
 22 building committee for expenditure.
 23 Q. Comparing to Exhibit 113, it looks like the
 24 total budget figure for furnishings and technology
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1 A. 190 looks like an invoice from Dore &
 2 Whittier.
 3 Q. In the ordinary course of things, did you
 4 see Dore & Whittier's invoices as they came through?
 5 A. Yes, I did.
 6 Q. And in fact, is Exhibit 190 a group of
 7 invoices beginning with an invoice dated November
 8 26th, 2003 and ending with an invoice dated April
 9 29, 2005?
 10 A. Yes.
 11 Q. Did you review Dore & Whittier's invoices?
 12 A. To some degree, yes.
 13 Q. With regard to the invoices from Dore &
 14 Whittier during the time that Sciaba was on the job,
 15 what review did you do?
 16 A. I would do a periodic review just to
 17 cross-check the -- both Dore & Whittier's budget and
 18 the town accountant's budget.
 19 Q. Did you talk with anybody about the Dore &
 20 Whittier invoices when you conducted that review?
 21 A. I don't believe so.
 22 Q. Did you get any input from school building
 23 committee members about the invoices?
 24 A. Not input, no, but it would be put forward
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1 was back to \$640,000 whereas -- Strike that.
 2 In Exhibit 118, the total budget figure
 3 for furnishings and technology was \$640,000, right?
 4 A. Correct.
 5 Q. And it had been reduced as of Exhibit 113 to
 6 \$490,000, a difference of 150?
 7 A. Correct.
 8 Q. Do you know how the budget went back up from
 9 490 to 640?
 10 A. I believe when the town voted to restore the
 11 money that the original budgets were restored.
 12 Q. And that's true for technology as well?
 13 A. I would believe so, yes.
 14 MS. GRIFFIN: Let's mark this as the
 15 next exhibit.
 16 (Exhibit Number 190
 17 marked for identification)
 18 (Pause)
 19 MS. GRIFFIN: Let's mark these as the
 20 next two.
 21 (Exhibit Numbers 191 and 192
 22 marked for identification)
 23 (Pause)
 24 Q. Can you identify Exhibit 190, please?
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1 to them for payment as part of the normal payment
 2 process.
 3 Q. With regard to the invoices that came from
 4 Dore & Whittier during -- for services during the
 5 time the job was shut down, did you conduct the same
 6 kind of review or a different review?
 7 A. Similar periodic review.
 8 Q. For the invoices that came from Dore &
 9 Whittier when Fontaine was on the job, did you also
 10 conduct a review?
 11 A. Similar type, yes.
 12 Q. Were there any differences in the type of
 13 review you did when Fontaine was on the job than
 14 what you had done when Sciaba was on the job?
 15 A. I don't believe so.
 16 Q. Have all of Dore & Whittier's invoices been
 17 paid?
 18 A. I believe so.
 19 Q. Can you identify Exhibit 191?
 20 A. It looks to be a contract with the town and
 21 Dore & Whittier. An amended contract.
 22 Q. Who signed Exhibit 191 on behalf of the
 23 town?
 24 A. It looks like Mr. Hasanfus. And I'm not
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1 sure who the second signature is.
 2 Q. Whose signatures are on the second page of
 3 Exhibit 191?
 4 A. Nancy Michael and town counsel.
 5 Q. Okay. And can you tell me when the town
 6 accountant put her signature on Exhibit 191?
 7 A. No idea.
 8 Q. Was it after the signatures on the first
 9 page of Exhibit 191?
 10 A. I'm not sure. No idea.
 11 Q. Can you tell me -- Well, let's look at
 12 Exhibit 192. Can you identify Exhibit 192?
 13 A. It's an amendment to the agreement between
 14 the town of North Brookfield and Dore & Whittier.
 15 Q. And Exhibit 192 related to the professional
 16 services of Dore & Whittier whereas 191 related to
 17 construction management services; is that right?
 18 A. That's correct.
 19 Q. And did all the same people sign Exhibit 192
 20 as signed Exhibit 119?
 21 A. It looks to be the same, yes.
 22 Q. Do you know when the signatures of the town
 23 accountant and town counsel were placed on Exhibit
 24 192?

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1 A. Not exactly, but there was ongoing
 2 discussion, once again, about the need for services
 3 and the need to continue to employ Dore & Whittier
 4 to protect the town's interests.
 5 Q. Did those discussions take place before or
 6 after the votes at the special town meeting and at
 7 the election in June of 2004?
 8 A. I'm not sure of the time frame.
 9 MS. GRIFFIN: Let's mark this as the
 10 next exhibit.
 11 (Exhibit Number 193
 12 marked for identification)
 13 (Pause)
 14 Q. Can you identify Exhibit 193, please?
 15 A. It's correspondence from Tom McEnaney to
 16 Deborah Griffin relative to the Dore & Whittier
 17 contract.
 18 MR. McENANEY: I just note for the
 19 record that Exhibit 193 is incomplete. There is a
 20 reference in the first sentence that there is a
 21 letter dated December 31, 2003 from project
 22 architect Lee P. Dore of Dore & Whittier that is
 23 enclosed with this letter, and the enclosure is not
 24 included.

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1 A. I don't, no.
 2 Q. You don't have any reason to believe that
 3 the town accountant signed either 191 or 192 before
 4 July of 2004, do you?
 5 MR. McENANEY: Objection.
 6 A. I have no knowledge.
 7 Q. Do you know why these two amendments to the
 8 architect's contracts were not entered into before
 9 July 2004?
 10 MR. McENANEY: Objection.
 11 A. I don't.
 12 Q. Did you have any participation in
 13 negotiating either of these amendments?
 14 A. No, I did not.
 15 Q. Who did that; do you know?
 16 A. I'm not sure, but I believe it was all
 17 handled by town counsel. Mr. Murray represented the
 18 building committee.
 19 Q. Was there discussion at school building
 20 committee meetings about the need to have these two
 21 amendments?
 22 A. I believe so.
 23 Q. And do you recall when that discussion took
 24 place?

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1 Q. Have you seen Exhibit 193 before today?
 2 A. I believe I have.
 3 Q. Were you provided with a copy of Exhibit 193
 4 on or about January 15, 2004?
 5 A. I expect that I was.
 6 Q. Let me show you the document previously
 7 marked as Exhibit 66. Have you seen that before as
 8 well?
 9 A. Yes, I believe I have seen this.
 10 Q. Was Exhibit 66 the enclosure to Exhibit 193?
 11 A. It looks like it may be.
 12 Q. Is that your best recollection?
 13 A. Yes.
 14 Q. Was Exhibit 193 authorized by the town?
 15 MR. McENANEY: Objection.
 16 A. I would guess as Attorney McEnaney is
 17 representing the town, it was authorized by the
 18 town.
 19 MS. GRIFFIN: Let's go off the record.
 20 (Off the record)
 21 Q. Do you still have Exhibit 113 handy?
 22 A. 113?
 23 Q. Yup.
 24 A. Here it is.

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E R R A T A S H E E T

I, ROBERT J. O'NEILL, do hereby certify that I have read the foregoing transcript of my testimony, and further certify that said transcript is a true and accurate record of my testimony (with the exception of the following corrections listed below):

Page	Line	Correction
6	2	Magnet Program
9	18	Dore & Whittier
83	16	once
131	2	Kieran Meagher
162	17	Nancy Nykiel's
170	4	Nancy Nykiel

Signed under the pains and penalties of perjury
this 16th day of June, 2005.


ROBERT J. O'NEILL
LegalLink Boston